

A.G. Contract No. KR04-0078TRN
ADOT ECS File: JPA 03-140
Project No.: 040B-NA-251
Project: Winslow Streets Turnback
Section: B-40, MP 251.9 – 257.5
Tracts No. H5803 P1C
Budget Source Item No.: 14906, 20900

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF WINSLOW

THIS AGREEMENT is entered into this date May 12, 2005, pursuant to Arizona Revised Statutes, § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF WINSLOW, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

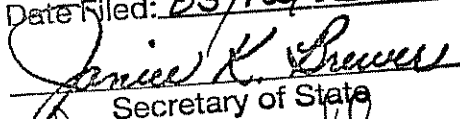
1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated the undersigned the authority to execute this Agreement on behalf of the State.

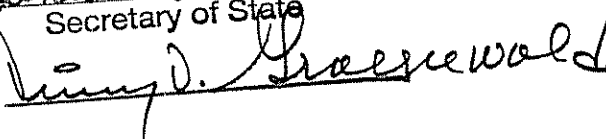
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State and City mutually agree it is in the best interest of both parties for the City to proceed with the design and construction of street improvements to B-40 as outlined under Section C, Project Scope of the Final Project Assessment dated June 16, 2003, attached hereto and made a part hereof as Exhibit C. The Scope of Work applies to both eastbound and westbound lanes, hereinafter referred to as the "Project". The State will participate in funding the Project with a one-time lump sum amount, of \$8.2 million. Upon transfer of funds the State will: a) Abandon ownership and maintenance responsibilities for B-40 between Milepost (MP) 251.79 and MP 255.25, as shown on Exhibit "A", attached hereto and made a part hereof. The State will maintain ownership and maintenance responsibilities for the Traffic Signal at MP 253.72, which is configured so that half of the signal is located on 2nd Street and Williamson (B40) and half is on 3rd Street and Williamson (B40). Furthermore, the City agrees to authorize the State, access to the portion of road on Williamson between 2nd and 3rd Streets to maintain the signal at MP 253.72. b) Abandon ownership and maintenance responsibilities for the portion of Williamson Road between 2nd and 3rd Streets.

4. The State and the City mutually agree to include the abandonment of the rest area, restrooms and the entire park area in the City of Winslow as part of this Agreement, as shown on Exhibit "B", attached hereto and made a part hereof. The State will remit a one-time lump sum amount to the City of Winslow, of \$75,000 and thereby abandon ownership and maintenance responsibilities for the rest area located eastbound on B40 between MP 254.97 and MP 255.10.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 27513
Filed with the Secretary of State
Date Filed: 05/12/05

Secretary of State

By: 

5. The State and the City mutually agree it is in the best interest of both parties for the State to abandon ownership and maintenance responsibilities for Transcon Lane from its intersection with B-40 up to the Right-of-Way south of the on and off ramps to I-40 at the Transcon Traffic Interchange, as shown in Exhibit A, and for the City to proceed with the design and construction of street improvements to Transcon Lane as outlined in the Scope of Work attached hereto and made a part hereof as exhibit D. The State will participate in funding the street improvements with a one-time lump sum amount, of \$350,000.

II. SCOPE OF WORK

1. The State shall:

a. Upon execution of this Agreement and upon receipt and approval of an invoice from the City after July 1, 2005, remit to the City the one time lump sum amount, of \$8.2 million for the design and construction of the Project.

b. Upon execution of this Agreement and receipt and approval of an invoice from the City after July 1, 2005, remit to the City the one time lump sum amount, of \$75,000 for the abandonment of the rest area located eastbound on B40 between MP 254.97 and MP 255.10.

c. Upon execution of this Agreement and receipt and approval of an invoice from the City after July 1, 2005, remit to the City the one time lump sum amount, of \$350,000 for improvements to Transcon Lane from its intersection with B-40 up to the Right-of-Way south of the on and off ramps to I-40 at the Transcon Traffic Interchange, as shown in Exhibit A.

d. Upon execution of this Agreement and with the approval of the State Transportation Board, abandon ownership and maintenance responsibilities for B-40 between MP 251.79 (0.2 miles west of Hipkoe) and MP 255.25 (Transcon Lane), a portion of Williamson Road between 2nd and 3rd Streets, and Transcon Lane from its intersection with B-40 up to the Right of Way south of the on and off Ramps to I40 at the Transcon Traffic Interchange (T.I.), as shown on "Exhibit A".

e. Upon execution of this Agreement and with the approval of the State Transportation Board, abandon ownership and maintenance responsibilities for the rest area located eastbound on B40 between MP 254.97 and MP 255.10, as shown on "Exhibit B".

f. Upon execution of this Agreement and the completion of the Project, maintain ownership jurisdiction and maintenance responsibilities for the traffic signal at MP 253.72. The traffic signal is configured so that half of the signal is located on 2nd Street and Williamson (B40) and half on 3rd Street and Williamson (B40).

2. The City shall:

a. Upon execution of this Agreement, invoice the State after July 1, 2005, an amount of \$8.2 million for the State's participation for the Project.

b. Upon execution of this Agreement, invoice the State after July 1, 2005, an amount of \$75,000 for the abandonment of the rest area located eastbound on B40 between MP 254.97 and MP 255.10.

c. Upon execution of this Agreement, invoice the State after July 1, 2005, an amount of \$350,000 for improvements to Transcon Lane from its intersection with B-40 up to the Right-of-Way south of the on and off ramps to I-40 at the Transcon Traffic Interchange, as shown in Exhibit A.

d. Upon execution of this Agreement, be responsible for the design and construction of the improvements to B-40 between milepost 251.79 (0.2 miles west of Hipkoe) and 255.25 (Transcon Lane) using City's standards and provisions under the City's Procurement process.

e. Upon execution of this agreement, be responsible for the design and construction of improvements to Transcon Lane from its intersection with B-40 up to the Right-of-Way south of the on and off ramps to I-40 at the Transcon Traffic Interchange, as shown in "Exhibit A" using City's standards and provisions under the City's Procurement process.

f. Upon execution of this Agreement and with the approval of a Resolution of Abandonment by the State Transportation Board accept ownership jurisdiction and maintenance responsibilities for the portion of B-40, including all appurtenant easements between MP 251.79 (0.2 miles west of Hipkoe) and 255.25 (Transcon Lane) a portion of Williamson Road between 2nd and 3rd Streets, and Transcon Lane from its intersection with B-40 up to the Right of Way south of the on and off Ramps to I-40 at the Transcon Traffic Interchange (T.I.), as shown on "Exhibit A".

g. Upon execution of this Agreement and with the approval of a Resolution of Abandonment by the State Transportation Board accept ownership jurisdiction and maintenance responsibilities for the rest area located eastbound on B40 between MP 254.97 and MP 255.10, as shown on "Exhibit B".

h. Upon execution of this Agreement be responsible for any contractor claims for extra compensation, delays or whatever reason attributable to the City for the Project and for the improvements to Transcon Lane.

i. Waive the four-year advance notification requirements and the pavement requirements of Arizona Revised Statute § 28-7209.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this Agreement for any resulting design and construction of the Project. The City assumes full responsibility for the design plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost overruns and construction claims. It is understood and agreed that the State's participation is confined solely to securing funding; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees of the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include, in the event of any action, court costs, and expenses of litigation and attorney's fees. Such language will continue to be in effect after the termination of this Agreement.

2. This Agreement shall remain in force and effect until completion of the transfer of funds and abandonment of ownership jurisdiction and maintenance responsibilities of the Project. This Agreement may be cancelled at any time prior to the approval by Resolution of the State Transportation Board, with thirty-days (30) written notice by either party.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5 The provisions of Arizona Revised Statutes § 35-214 are applicable to this contract.

6 This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

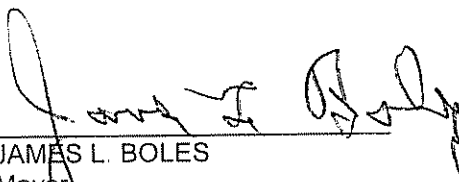
Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
(602)-712-7525

City of Winslow
City Manager
21 Williamson Avenue
Winslow, AZ 86047

10 Pursuant to Arizona Revised Statutes § 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF WINSLOW

By 
JAMES L. BOLES
Mayor

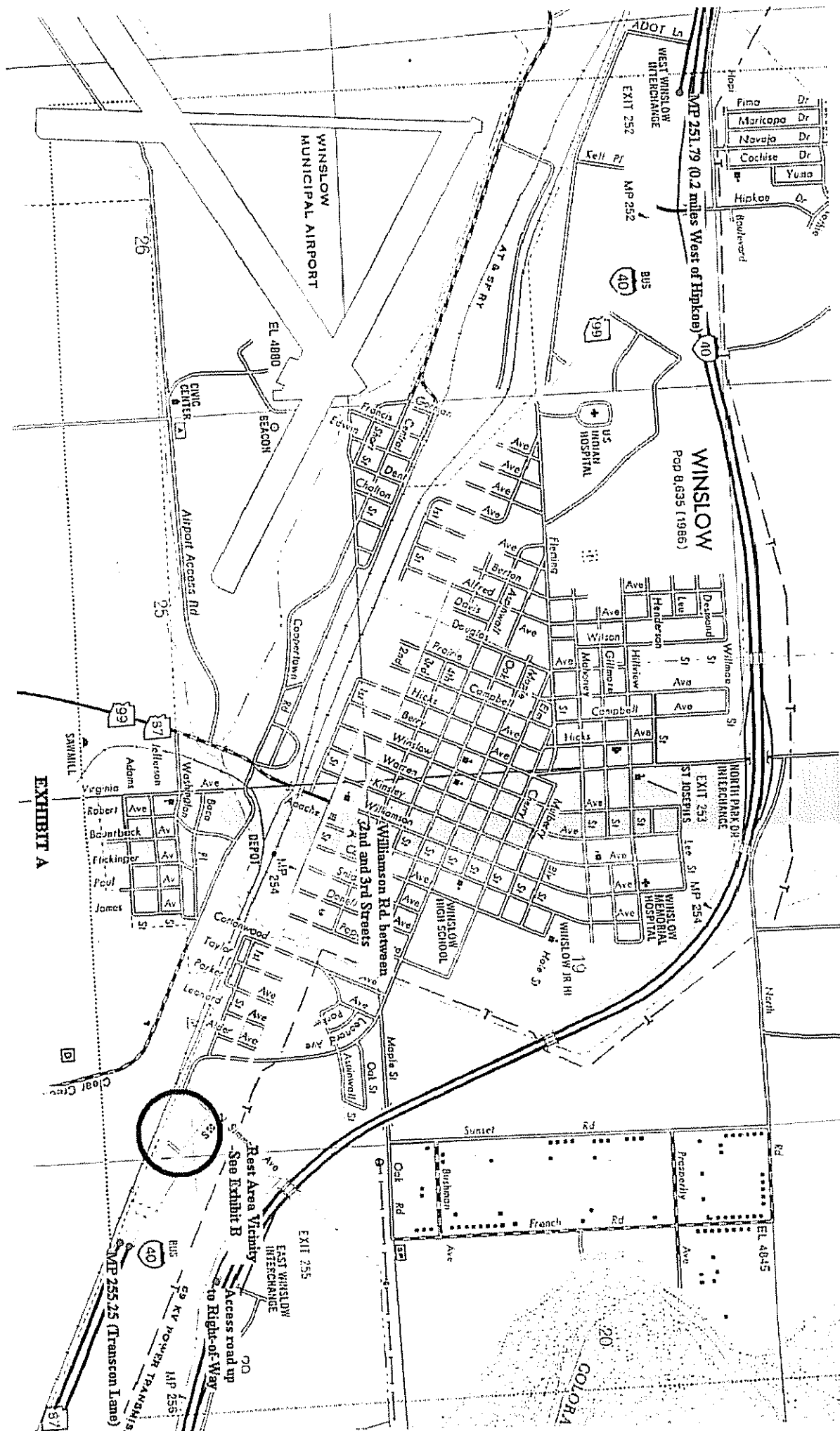
ATTEST

By 
SUZY WETZEL
City Clerk

STATE OF ARIZONA

Department of Transportation

By 
SAM MAROUFKHAMI, P.E.
Deputy State Engineer, Development



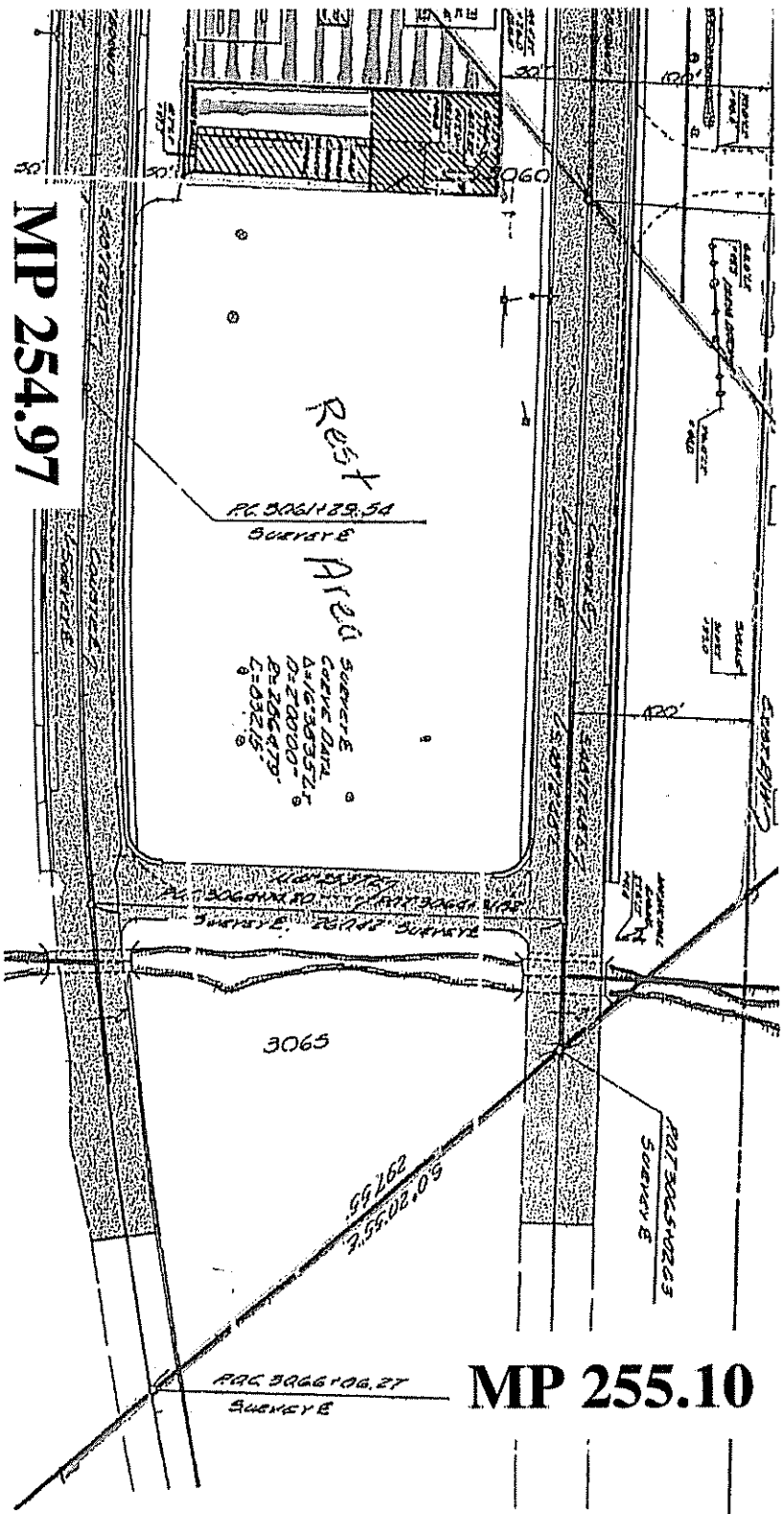


EXHIBIT B. Rest area located eastbound on B40 between MP 254.97 and MP 255.10. The highlighted area includes the restrooms and the entire park area.

EXHIBIT C

PROJECT 040B NA 251 H5803 01C

FEDERAL REFERENCE NO. B40-E

WINSLOW TURNBACK

(WINSLOW BUSINESS ROUTE)

I-40B

FINAL

PROJECT ASSESSMENT

May 2003

Prepared for the

ARIZONA DEPARTMENT OF TRANSPORTATION
Intermodal Transportation Division
Roadway Engineering Group
Predesign Program Management Section

By

AMEC Infrastructure, Inc.

- Segment #2 – 30'
- Segment #3 – 30'
- Segment #4 – 30' to 50'
- Segment #5 – 50' to 100'

Land outside of Right-of-Way is privately owned, except where roadway lies adjacent to I-40 in Segment #1 and adjacent to Navajo Nation Land in Segment #5.

The AASHTO functional classification of I-40B within the project limit is minor arterial – urban

The terrain is level.

The posted speed limits for eastbound and westbound traffic within each segment are as follows:

- Segment #1 – 35 mph.
- West of Alfred Avenue in Segment #2 – 35 mph.
- East of Alfred Avenue in Segment #2 – 25 mph.
- Segment #3 – 25 mph
- Segment #4 – 35 mph.
- Segment #5 – 35 mph.

C. PROJECT SCOPE

The following scope of work items apply to both eastbound and westbound lanes unless otherwise stated:

Segment #1 – Remove existing eastbound lane, reconstruct existing frontage road and construct curb and gutter.

- Remove eastbound lane of existing I-40B
- Reconstruct frontage road
- Remove existing raised medians
- Remove 2½ inches of existing pavement on the westbound lane by coldmilling.
- Place 2½ inches of asphaltic concrete on the westbound lane.
- Add catch basins on westbound lane and tie-in to existing storm drain system
- Construct curb and gutter
- Place 10" AB on eastbound lane
- Place two-3" lifts of AC on eastbound lane
- Construct a constant cross slope of 0.020 ft/ft on eastbound lane
- Construct scuppers on north curb of eastbound lane to drain into median.
- Place ½ inches AR-ACFC on eastbound and westbound lanes
- Erect new signing
- Stripe roadway.

Segment #2 – Mill and replace existing pavement, rectify drainage problems.

- Remove 2½ inches of existing pavement by coldmilling.
- Remove displaced sections of curb, gutter and sidewalk
- Remove unused driveways
- Construct new curb, gutter and sidewalk as needed
- Rectify drainage problems on Alfred Street between 2nd and 3rd Streets.

- Patch areas of roadway adjacent to new curb and gutter with asphaltic concrete.
- Place 2½ inches of asphaltic concrete
- Place ½" AR-ACFC over full width
- Erect new signing
- Stripe roadway

Segment #3 – Remove and replace existing sections of deteriorated PCC pavement, construct drainage system.

- Remove and replace deteriorated PCCP and add 1 inch of AR-ACFC overlay feathered to ½ inch at lip of gutter.
- Place storm drainage system on 3rd Street with laterals that drain 2nd Street
- Erect new signing
- Stripe roadway

Segment #4 – Mill and replace existing pavement, construct drainage system

- Mill 2½ inches of existing pavement by coldmilling
- Remove displaced sections of curb, gutter and sidewalk.
- Remove unused driveways
- Construct new curb, gutter and sidewalk as needed
- Patch areas of roadway adjacent to new curb and gutter with asphaltic concrete
- Place 2½ inches of asphaltic concrete.
- Place ½" AR-ACFC over full width
- Place storm drainage system on 3rd Street with laterals that drain 2nd Street
- Construct a pumping station
- Erect new signing.
- Stripe roadway

Segment #5 – Mill and replace existing pavement, extend box culverts

- Mill 2½ inches of existing pavement by coldmilling.
- Extend concrete box culverts
- Place 2½ inches of asphaltic concrete
- Place ½" AR-ACFC over full width.
- Erect new signing.
- Stripe roadway

D. DEVELOPMENT CONSIDERATIONS

AASHTO Controlling Design Criteria have been reviewed. Existing roadway vertical curves do not meet current design criteria. Design exceptions will be required.

ADOT Environmental Planning Group will determine if there are any special environmental or archaeological concerns and prepare the required documentation.

Aerial mapping may be required from ADOT Photogrammetry & Mapping for design purposes

Additional survey may be required and will be obtained by a consultant. Survey control points and benchmarks must be provided on the final plans. Survey monuments may be located at intersecting streets. These monuments should be reset and the hand hole adjusted to grade to avoid disturbance. This work should be coordinated with the City of Winslow Surveyor.

EXHIBIT D - TRANSCON LANE PROJECT

Project Scope

The following scope of work applies to both northbound and southbound lanes of Transcon Lane between B-40 on the south and the south right-of-way fence at the Transcon TI:

Segment #1:

1. Remove existing asphaltic concrete pavement full depth for a distance of 528 ft southward from the south right-of-way fence.
2. Prepare subgrade
3. Construct 4" class 3 aggregate base
4. Place 12" PCCP

Segment #2:


1. Remove 3 1/2" asphaltic concrete by cold milling for a distance of 528 ft south of the PCCP.
2. Place 3" asphaltic concrete
3. Place 1/2" asphaltic friction course

Segment #3: Stripe roadway

APPROVAL OF THE CITY OF WINSLOW

I have reviewed the above referenced intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF WINSLOW, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 26th day of April, 2005



City Attorney



RESOLUTION NO. 1312

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WINSLOW APPROVING THE THIRD REVISION TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION REGARDING THE FOLLOWING: (1) THE FUNDING OF STREET IMPROVEMENTS AND ULTIMATE ABANDONMENT TO THE CITY OF INTERSTATE B-40, A PORTION OF WILLIAMSON AVENUE BETWEEN 2ND AND 3RD STREETS, AND THE ACCESS ROAD UP TO THE RIGHT-OF-WAY SOUTH OF THE ON AND OFF RAMPS TO I-40 AT THE TRANSCON TRAFFIC INTERCHANGE (T.I.); (2) THE ULTIMATE ABANDONMENT TO THE CITY OF THE REST AREA LOCATED EASTBOUND ON B-40 BETWEEN MP 254.97 AND MP 255.10; AND (3) PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS the Arizona Department of Transportation and the City of Winslow have engaged in negotiations for the "turnback" or abandonment to the City the following:

- 1) Interstate B-40 between milepost 251.79 (0.2 miles west of Hipkoe) and 255.25 (Transcon Lane), a portion of Williamson Avenue between 2nd and 3rd Streets, and the access road up to the right-of-way south of the on and off ramps to I-40 at the Transcon Traffic Interchange (T.I.), and
- 2) , The rest area located eastbound on B-40 between MP 254.97 and MP 255.10.

In conjunction with this abandonment, the Arizona Department of Transportation will do the following:

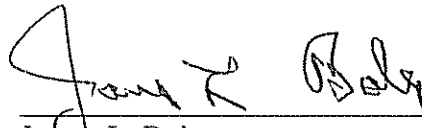
- 1) Fund the street improvements to B-40 between milepost 251.79 (0.2 miles west of Hipkoe) and milepost 255.25 (Transcon Lane) in the amount of \$8,200,000.00 for design and construction.
- 2) Remit to the City of Winslow the one time lump sum amount of \$75,000 00 for the abandonment of the rest area located eastbound on B-40 between milepost 254.97 and milepost 255.10.
- 3) Fund the design and construction of improvements to Transcon Lane from its intersection with B-40 up to the right-of-way south of the on and off ramps to I-40 at the Transcon Traffic Interchange in the amount of \$350,000.00.

To effectuate the entire agreement between the parties, an Intergovernmental Agreement setting forth all the terms and conditions of the proposed turnback has been drafted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WINSLOW, ARIZONA, that the City of Winslow, through its Mayor and Council, hereby approves the third revision of the Intergovernmental Agreement with the Arizona Department of Transportation concerning the following:

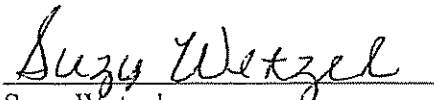
- 1) The funding of street improvements and ultimate abandonment to the City of Interstate B-40 between milepost 251.79 (0.2 miles west of Hipkoe) and 255.25 (Transcon Lane), a portion of Williamson Avenue between 2nd and 3rd Streets, and the access road up to the right-of-way south of the on and off ramps to I-40 at the Transcon Traffic Interchange (T.I.).
- 2) The ultimate abandonment of the rest area located eastbound on B-40 between MP 254.97 and MP 255.10 to the City of Winslow.
- 3) The Mayor is authorized to execute said agreement on behalf of the City of Winslow.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF WINSLOW, ARIZONA, this 26th day of April, 2005.



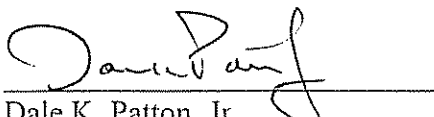
James L. Boles
Mayor

ATTEST:



Suzy Wetzel
City Clerk

APPROVED AS TO FORM:



Dale K. Patton, Jr.
City Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERAGENCY SERVICE AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0078TRN (**JPA 03-140**), an Agreement between public agencies, i.e., The State of Arizona and The City of Winslow, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 5, 2005

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis".

Susan E. Davis
Assistant Attorney General
Transportation Section

SED:mjf
Attachment
903769